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JMC51  
JNE/SRN

SCANNED  
JUN 23 2006  
U.S. DISTRICT COURT MPLS

~~EXHIBIT A~~

EXHIBIT B

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Jan 14 2006 16:04 P.02

FBI-LA-ESD 20060114 1604 P.02

T-117 P 001/012 T-311

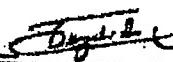
  
GRUPO MEXICO

January 16, 2001

Mr. Paul Salomon  
Assistant Underwriter  
Mr. Paul Murray  
St. Paul Fire and Marine Insurance Co.  
180 Winter Street, 12<sup>th</sup> Floor  
New York, NY 10004

Dr. Mr. Salomon:

Grupo Mexico, S.A. de C.V. will indemnify St. Paul Murray on behalf of ASARCO Incorporated for the three Mexican reclamation bonds issued to the USA, Department of the Interior, Bureau of Indian Affairs in the amounts of \$7.0 million, \$760,000, and \$1.5 million, respectively.

  
\_\_\_\_\_  
Hector Lizardi Gómez  
Managing Director \_\_\_\_\_  
Daniel Taubman  
Executive VP and CFO

AMERICAN CALIFORNIA INC. 2001 NUMBER: D.P.

01/16/01 - FRI 12:27 (ET/PT NO 8088)  
212 510 1912 + 212 524 8724  
EXHIBIT B  
00:07 212 510 1912 P.06  
NO. 344 582  
01 1991 SUBJECT Fax:2125040724  
Papr 3 2002 15:33 P.06

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**EXHIBIT B**

**EXHIBIT B**

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RECLAMATION BOND

Bond No. 420668

KNOW ALL MEN BY THESE PRESENT, That We, ASARCO, Incorporated, as Principal(s), and Seaboard Surety Company, a corporation organized under the laws of the State of New York as Surety, are held and firmly bound unto the United States of America, the Department of the Interior, Bureau of Indian Affairs ("BIA") in the sum of Seven Million and No/100 (\$7,000,000.00) dollars, lawful money of the United States of America, for the payment which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, ASARCO Inc., has been, or will be engaged in hardrock mining or exploration on BIA managed lands, and

WHEREAS, all parties engaging in hardrock mining or exploration on BIA managed lands must maintain bonds or financial guarantees showing that they can cover the full cost of restoring land that has been disturbed by their activities

NOW, THEREFORE, the condition of this obligation is such that, should said Principal comply with the requirements governing the restoration of land used in hardrock mining or exploration, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, however that this bond is executed by the Principal and Surety and accepted by the Obligee subject to the following express conditions:

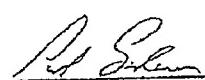
- 1) This obligation may be terminated by the Surety by thirty (30) days advanced written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this Obligation prior to the effective date of such termination.
- 2) No action, suit or proceeding shall be had or maintained against this Surety on the bond unless the same be brought or instituted within sixty (60) day after the termination or release of this bond.
- 3) Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
- 4) No assignment of this bond shall be effective without the written consent of the Surety.
- 5) It shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the agreements on the part of the Principal a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.

Signed, sealed and dated this 16<sup>th</sup> day of February, 2001.

ASARCO, Incorporated

By: \_\_\_\_\_

SEABOARD SURETY COMPANY

By:   
David Salomon Attorney-In-Fact EXHIBIT B

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002

RECLAMATION BOND

Bond No. 420669

KNOW ALL MEN BY THESE PRESENT, That We, ASARCO Incorporated, as Principal(s), and Seaboard Surety Company, a corporation organized under the laws of the State of New York as Surety, are held and firmly bound unto the United States of America, the Department of the Interior, Bureau of Indian Affairs ("BIA") in the sum of Seven Hundred Sixty Thousand and No/100 (\$760,000.00) dollars, lawful money of the United States of America, for the payment which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, ASARCO Inc., has been, or will be engaged in hardrock mining or exploration on BIA managed lands, and

WHEREAS, all parties engaging in hardrock mining or exploration on BIA managed lands must maintain bonds or financial guarantees showing that they can cover the full cost of restoring land that has been disturbed by their activities

NOW, THEREFORE, the condition of this obligation is such that, should said Principal comply with the requirements governing the restoration of land used in hardrock mining or exploration, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED; however that this bond is executed by the Principal and Surety and accepted by the Obligee subject to the following express conditions:

- 1) This obligation may be terminated by the Surety by thirty (30) days advanced written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this Obligation prior to the effective date of such termination.
- 2) No action, suit or proceeding shall be had or maintained against this Surety on the bond, unless the same be brought or instituted within sixty (60) day after the termination or release of this bond.
- 3) Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
- 4) No assignment of this bond shall be effective without the written consent of the Surety.
- 5) It shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the agreements on the part of the Principal a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.

Signed, sealed and dated this 16<sup>th</sup> day of February, 2001.

ASARCO Incorporated

By: Douglas E. McNeela

SEABOARD SURETY COMPANY

BIA02392

By: Paul Salmon  
Paul Salmon, Attorney-in-F~~E~~EXHIBIT B

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RECLAMATION BOND

Bond No. 420670

KNOW ALL MEN BY THESE PRESENT, That We, ASARCO, Incorporated, as Principal(s), and Seaboard Surety Company, a corporation organized under the laws of the State of New York as Surety, are held and firmly bound unto the United States of America, the Department of the Interior, Bureau of Indian Affairs ("BIA") in the sum of Three Million Five Hundred Thousand and No/100 (\$3,500,000.00) dollars, lawful money of the United States of America, for the payment which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, ASARCO Inc., has been, or will be engaged in hardrock mining or exploration on BIA managed lands, and

WHEREAS, all parties engaging in hardrock mining or exploration on BIA managed lands must maintain bonds or financial guarantees showing that they can cover the full cost of restoring land that has been disturbed by their activities

NOW, THEREFORE, the condition of this obligation is such that, should said Principal comply with the requirements governing the restoration of land used in hardrock mining or exploration, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, however that this bond is executed by the Principal and Surety and accepted by the Obligee subject to the following express conditions:

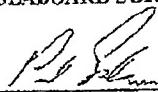
- 1) This obligation may be terminated by the Surety by thirty (30) days advanced written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this Obligation prior to the effective date of such termination.
- 2) No action, suit or proceeding shall be had or maintained against this Surety on the bond unless the same be brought or instituted within sixty (60) day after the termination or release of this bond.
- 3) Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
- 4) No assignment of this bond shall be effective without the written consent of the Surety.
- 5) It shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the agreements on the part of the Principal a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.

Signed, sealed and dated this 16<sup>th</sup> day of February, 2001.

ASARCO, Incorporated

By: \_\_\_\_\_

SEABOARD SURETY COMPANY

By:   
Paul Salmon, Attorney-In-Fact EXHIBIT B

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**EXHIBIT C**

**EXHIBIT B**

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SI PAUL SURETY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY  
St. Paul, Minnesota  
Capital Stock Companies

Jan 14 2007 16:04 P.05

~~SI PAUL SEABOARD~~SEABOARD SURETY COMPANY  
New York, New York  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY  
St. Paul, Minnesota  
Capital Stock Companies

## GENERAL AGREEMENT OF INDEMNITY

KNOW ALL MEN BY THESE PRESENTS, THAT  
 WHEREAS, APACCO, INCORPORATED, A NEW JERSEY CORPORATION, AND THOSE SUBSIDIARIES, AFFILIATES  
 AND CONSENTS WHICH ARE NAMED IN SCHEDULE I ATTACHED HERETO AND MADE A PART HEREOF AS IF IT  
 WERE FLAT HERIN.

(hereinafter called Contractor) may from time to time require Seaboard Surety Company and/or St. Paul Fire and Marine Insurance Company  
 and/or St. Paul Guardian Insurance Company and/or St. Paul Mercury Insurance Company (hereinafter called Surety) to execute as surety or  
 guarantee for the Contractor, or persons that extension of certain surety bonds, undertakings, guarantees, stipulations or other obligations  
 instruments (all such instruments being hereinafter collectively called Bonds) and

WHEREAS, the undersigned Indemnities by executing this instrument represent that they have a material and beneficial interest in the  
 obtaining of such Bonds by the Contractor (the Indemnities and Contractor being hereinfor collectively called the Undersigned);

NOW, THEREFORE, in consideration of the execution at any one or more such Bonds, the Undersigned, for themselves, their respective  
 personal representatives, successors and assigns, jointly and severally, covenants and agree, with respect to all Bonds heretofore or hereafter  
 executed for the Contractor acting alone, no agreement between or among the Joint Ventures notwithstanding;

1. If two or more persons are named in and executed this instrument in Contractor, each shall be bound as an Indemnitee by the terms of  
 this instrument with respect to all Bonds executed or proposed for the other person or persons so named, and, at the discretion of the Contractor with respect to  
 all Bonds executed or proposed for him, if any Bond or Bonds shall be executed or proposed for any Joint Venture to which the Contractor is  
 or may become a party, the liability and obligation of the Undersigned in the Joint Venture shall be the same as if such Bond or Bonds had been  
 executed for the Contractor acting alone, no agreement between or among the Joint Ventures notwithstanding.

2. If the Surety shall decline to execute or procure execution of, or any Bond for which application hereunder may be made, no claim shall be  
 made against the Surety in consequence of such declination; nor shall any claim be made if the Surety so declined be not accepted by or on behalf  
 of the Contractor; if the Surety shall decline to procure execution of a Bid or Proposal Bond, it may decline to execute or procure execution of  
 any other required or recommended with any award made under the proposal for which such Bid or Proposal Bond is given and such declination  
 shall not diminish or alter the liability of the Undersigned with respect to such Bid or Proposal Bond.

3. This instrument is intended to apply to any and all Bonds executed, or execution of which has been procured, by the Surety for the  
 Contractor whether or not there shall be any written application therefor executed by one or more of the Undersigned.

4. If the Surety executes or has executed any such Bonds with no notice, or withdraws or has withdrawn any portion thereof, or procure or  
 has procured the execution of any such Bond, the terms of the instrument shall revert to the benefit of the Surety, due to credit, for releasing  
 compensation and the procurement, provided, that otherwise may appear.

5. They will pay in advance the premium for all such Bonds executed for the Contractor and any additional premiums resulting in respect  
 thereto, in accordance with the Surety's Manual of rates applicable thereto.

6. They will indemnify the Surety and hold it harmless from and against all liability, losses, costs, damages, attorneys' fees, disbursements  
 and expenses of every nature which the Surety may sustain or incur by reason of having executed or procured the extension of any such Bonds  
 and they will pay over and account good to the Surety all money which the Surety or its representatives shall pay, or cause to be paid or become  
 liable to pay, by reason of the extension of any such Bond as soon as it shall become liable, whether the same shall have paid or become  
 liable to pay, or any part thereof, or not. The Surety, in its sole discretion, from time to time may advances funds to or for the benefit of the Contractor  
 sums as any part thereof, or not. The Surety, in its sole discretion, from time to time may advances funds to or for the benefit of the Contractor  
 or for or in connection with the compilation of the work under any contract in connection with which it has executed or may execute a Bond or  
 Bonds (hereinafter sometimes referred to as Bonds Contract), and for the discharge of obligations incurred in connection therewith or  
 otherwise payable, and such advances shall be deemed "paid" under the terms of this instrument whether or not such advances have been  
 used by the Contractor.

7. If the Surety shall set up a reserve to cover any contingent claims by claim, loss, costs, attorneys' fees and/or other expenses in  
 connection with any such Bond the Undersigned, within ten (10) days after notice of written demand, as evidenced by receipt or certified mail  
 return receipt, will pay to the Surety amount stuck in an account equal to such reserves and any subsequent increases thereof; such funds to be  
 held by the Surety as collateral, in addition to the indemnity afforded by this instrument, with the right to set the same or any part thereof, at  
 any time, in payment or compensation of any judgment, claim, liability, loss, damage, attorneys' fees and disbursements or other expenses  
 incurred shall be sufficient if sent by registered or certified mail to the Undersigned at the address given herein or last known to the Surety.

8. The Surety may settle or compromise any claim, demand, suit or judgment upon any Bond or Bonds accepted by it, and any such  
 settlement or compromise shall be binding upon the Undersigned; if, however, the Undersigned shall timely request the Surety to litigate such  
 claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety at the time of such request, full  
 other collateral satisfactory to the Surety to bind and answer to be sued to pay any judgment or judgments rendered or that may be rendered,  
 with interest, costs, expenses and attorneys' fees, including those of the Surety, the Surety shall so litigate, defend or appeal but nothing herein  
 contained shall be deemed to impose a duty upon the Surety to give notice to the Undersigned of any such claim, demand, suit or judgment.

9. The vouchers or other evidence of payment made by the Surety shall be prima facie evidence of the fact and amount of the liability of  
 the Undersigned to the Surety.

Form 1104 (Rev. 1-8-82)  
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EXHIBIT B

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is a trust fund in which the Society has an interest for the payment of obligations incurred in the performance of the contract and for labor, materials, and services furnished in the prosecution of the work provided in said contract or agreement, medical expenses or medications thereto; and, further, it is expressly understood and agreed that at no time during the term of this contract may such incurred or expected expenses be true funds whether in the possession of the Contractor or his assignee or otherwise, for payment of all such obligations is coextensive with any such amounts or costs for which that Society would be liable under any of said Bonds, which shall then stand in the benefit of the Society for its liability or loss if any such amounts or expenses exceed such amounts and the agreement and declaration that also constitute notice of such trust.

II. The Contractor will furnish to the Society such information as it may request from time to time concerning any Deed of Contracts and those with whom such contracts may have been or are authorized to furnish to the Society information concerning such contracts and the work performed thereunder. The Society from time to time will audit its liability with respect to all such contracts as terminated, and will to that end have access to all books and records which it may have paid or otherwise caused to be kept, showing the books and records of the Contractor. A statement of all fees and expenses which it may have paid or otherwise caused to be incurred shall be furnished to the Society at the same time. All such information, including credit reporting activities, having or obtaining information concerning the financial affairs and operations of the Contractor. Undesignated liability are authorized and directed to disclose such information to the Society upon its request, and the Society and every other responsible person hereby are released and discharged of any and all claims, liability and responsibility which they or any of them might otherwise incur by reason of any statement made by the Contractor or by reason of any statement made by the Society to others or any information obtained by it from any source whatsoever.

12. In the event the Contractor shall breach, or default in or delay the performance of, any Bounced Contract, or fail properly to discharge all obligations which might be enforceable under any Bond executed in connection therewith, or which might give rise to a fine or charge upon such Bond, the Company shall have the right to deduct the amount of any such Bond, or in the event of any breach of the terms of this instrument, the Underwritten, and each of them, hereby agrees and set over unto the Company, as of the date hereof, their right, title and interest in and to: (a) All the delivered documents and related papers, and all money and properties that may be, and will thereafter become payable to the Contractor on account of, and all risks and actions and causes of action relating to, such contract, or an account of or relating to work done or materials supplied in connection therewith, as well as all other amounts or properties of the Contractor herein mentioned; (b) agreeing that such money and the properties of such payees, payees' rights, claims, actions and causes of action shall be the sole property of the Party to be by it exercised upon any sum due or to become due under the terms of this instrument; (c) all supplies, tools, plant, equipment and materials (whether completely manufactured or not), wherever located, which have been or become so purchased, used, or acquired for the use, entirely or partly, in the performance of such contracts, hereby agreeing that the Party and its authorized representatives are authorized to take possession of said supplies, tools, plant, equipment and materials and use and enjoy the same and the possession thereof; and (d) all subcontractors making the work under such contract which have been or become so made, together with their materials, equipment, tools, and all money, bonds, securities, or the performance of, or the discharge of obligations resulting in connection with, such subcontractors, hereby agreeing that the Party may exercise the same in the name of the Contractor, or otherwise, as it sees fit.

In addition, it is also agreed, that the Company may, at its option and in its sole discretion, may take the possession of all or any part of the work under any or all Bounced Contracts, used at the expense of the Underwritten principles, or cause the principles of such work, or a part, or copies to the existing principles thereof and in such event, may, in the opinion of the Company, and the Company are authorized, in such case the Contractor in default under such contracts, any provision thereof to the contrary notwithstanding. Neither the Company nor the Contractors shall incur any liability in any way for the Underwritten in the exercise of the rights granted by the Section 12, except for deliberate and wilful malfeasance.

13. If it becomes necessary or desirable by the Judgment of the Senate to amend, elucidate, explain or mitigate any or all matters comprised in the performance of any Standard Contract for the purpose of harmonizing or minimizing any divergence in the meaning or purpose of understanding its obligations of membership, the Undersecretary hereby expressly agrees and declares that such action on the part of the Senate may be taken without his rights and responsibilities under the terms of this instrument being affected, and he hereby fully releases and absolves the Senate from liability for all actions taken by it or for its omission to act, except for deliberate and willful non-performance.

14. In any action, suit or proceeding brought by the Surety to enforce any of the covenants of this instrument, the costs and expenses including attorney's fees, incurred by the Surety in connection therewith may be included in any judgment or decree rendered against the Underinsured. Failure of the Surety to pursue any remedy against my one or more of the Underinsured shall not affect a release of or otherwise impair my right against any other of the Underinsured. Separate suits against my one or more of the Underinsured may be brought heretofore as claims in law or equity, and the bringing of suit, or recovery of judgment upon one or more of the Underinsured upon my cause of action shall not affect the rights of or the bringing of suit and the recovery of judgment in the same cause of action against any other of the Underinsured, or against any or all of the Underinsured and/or other causes of action, whether thereafter so hereafter arising.

15. The Surety may, without notice or knowledge of the Indebtedness, agree to any change in such Bonds, and/or my character referred to therein, and/or in the general conditions, place and/or specifications accompanying said contracts, including, but not limited to, any changes in the time for the completion of said contracts and/or payment of advances thereunder before the same may be due, and agrees to take any assignments or assignments, assets or consent to the execution of any consolidations, assessments or renewals of the Bonds and assumes any debts, substitutions or publications thereto with the same or different conditions, provisions and Obligations and with the same or larger or smaller penalties, and the Indebtedness shall remain bound under the terms of this agreement even though any such action by the Surety does or might substantially increase the liability of the Surety and the Indemnitors. The Undersigned waives notice of any act, fact or information relating to the source or knowledge of the Surety concerning or affecting his rights of liability under any such Bond or Bonds or the Undersigned's responsibility.

16. If the ownership of the instrument by any of the Undersigned shall be voided for any reason, or if any of the Undersigned shall be relieved from his obligations hereunder, the terms and conditions hereof shall nevertheless be binding upon and continue in full force and effect as to the rest of the Undersigned; nor shall it be a defense to any claim by the Surety hereunder that it was to have procured additional indemnity or security, or that it has procured additional indemnity or security in respect of any such Person or Persons.

17. If any provision or provisions of this instrument be held or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were valid. All rights and remedies of the Surety under this instrument shall be cumulative, and the exercise of one or more of them shall not preclude the exercise of any other. The Surety's right to sue for any debt or claim due to it by the Contractor or his sureties or by any other person or persons shall not be affected by the exercise of any right or remedy by the Surety under this instrument. The rights, powers and remedies afforded the Surety by the terms of this instrument are in addition to, and not in lieu of, any other rights, all other rights, power, and remedies which the Surety may have or acquire against the Contractor or Subcontractor or others whether by the terms of any other instrument or agreement or by operation of law.

18. The Contractor and each of the Indemnitors hereby irrevocably constitutes and appoints Suntry his true and lawful attorney for and in his name, place and stead to execute any and all instruments, and to do and perform any and all other acts and things requisite or proper to vest in the Suntry absolute title to any and all funds, property under rights in Section 11 herein aforesaid, manifested and conceived and to secure to the Suntry the full and effective use and enjoyment of the rights granted the Suntry under Section 10 and 12 herein before giving and granting to said attorney full power and authority to do and perform all and every act thereat which may become requisite and necessary to his use and about the premises at such time and places as the Contractor or indemnitors might or could do if personally present, with full power of substitution and representation, hereby ratifying and confirming all that said attorney or his substitute shall lawfully do or cause to be done in virtue thereof.

**EXHIBIT B**

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18. As used in this instrument, the singular includes the plural, and the plural includes the singular; i.e., the masculine pronouns shall be read as including all persons, as circumstances require; and the word "person" shall mean and include individuals, partnerships, corporations and associations or bodies, as circumstances require.

19. Except as hereinabove in this paragraph provided, any of the Undersigned may, upon written notice by registered mail to the Administrative Office of St. Paul Board of Trade, 180 Maiden Lane, New York, NY 10007, to be effective not less than ten (10) days after receipt, limit his obligation under this instrument to Board entered by the Surety for the Contractor prior to the effective date of such notice, provided, however, that such notice shall not be effective with respect to any Board or Boards entered after such date: (A) upon the receipt of a notice to the Contractor on a bid or proposal in respect of which the Surety has executed and delivered a bid or proposal prior to such date, or (B) which the Surety has become committed in writing prior to such date, or (C) in connection with any claim, claim, demand prior to such date, or (D) which the Surety has become committed in writing prior to such date or thereafter executed as hereinbefore in (A) through (C) provided, such limitation of the obligations of any of the Undersigned shall not operate to limit the obligations of, or release, the rest of the Undersigned whether or not they have notice or knowledge thereof.

20. The rights and remedies afforded the Surety by the terms of this instrument may not be waived or modified orally.

21. IT IS FURTHER AGREED THAT FROM TIME TO TIME ADDITIONAL CONTRACTORS MAY BE ADDED TO SCHEDULE I OF THIS AGREEMENT BY THE EXECUTION OF LETTERS OF AMENDMENT EXECUTED BY ASARCO Incorporated AND THE PERSON OR PERSONS SIGNING SAID LETTERS OF AMENDMENT SHALL BE AUTHORIZED BY A RESOLUTION OF THE BOARD OF DIRECTORS OF ASARCO, INCORPORATED OR IN ACCORDANCE WITH ARTICLE V, SECTION 5.01 OF ASARCO Incorporated's By-Laws TO DO ANYTHING PROVIDED IN SCHEDULE I.

DATED the 23 day of October 19 83

## CONTRACTOR(S)

## ASARCO, INCORPORATED

By T. J. Murphy, Jr. - Treasurer By \_\_\_\_\_  
By \_\_\_\_\_

## INDEMNITOR(S)

## ASARCO, INCORPORATED

By <u>T. J. Murphy, Jr. - Treasurer</u>	By _____
Street 180 Maiden Lane	Street _____
City New York	City _____
State New York, 10007	State _____
By _____	By _____
Street _____	Street _____
City _____	City _____
State _____	State _____

## INSTRUCTIONS

If Contractor or any Indemnitor is a CORPORATION, corporate name should be set forth in full and corporate seal if required. The signature and title of the officer executing for the Corporation should be set out immediately below. If a PARTNERSHIP, firm name should be set forth in full, with the signature(s) of the partner(s) executing in its behalf or our indorsement below. EACH PARTNER should sign as INDEMNITOR.

This instrument should be dated, and each signature thereto properly ACKNOWLEDGED in the spaces provided therefor on the reverse hereof. Attach additional acknowledging form if necessary.

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ST PAUL SURETY

ax:2125040724

Jan 14 2007 16:05 P.07  
Aug 20 2006 8:00 P.M.

## (APPENDIX D)

Seaboard Surety Company

SCHEDULE 1Contractors' General Agreement of Indemnity

Company	(State of Incorporation)	Address
ASARCO Incorporated	New Jersey	180 Maiden Lane New York, NY 10038

SUBSIDIARIES AND OTHER ASSOCIATED COMPANIES:

1 Air Resources Corporation	Delaware
2 American Limestone Company, Inc.	Delaware
3 AR Mexican Explorations Inc.	Delaware
4 Minera San Bernardo, S.A.	Mexico
5 AR Mexican Holdings, Inc.	Delaware
6 AR Specialty Chemicals, S.A. de C.V.	Mexico
7 Enthona-OMI de Mexico S.A. de C.V.	Mexico
8 AR Silver Bell, Inc.	Delaware
9 Silver Bell Mining, L.L.C.	Delaware
10 AR Montana Corporation	Montana Partnership
11 Montana Resources	Delaware
12 Asarco Arizona, Inc.	New York
13 Asarco Exploration Company, Inc.	Bolivia
14 ASARCO Guyane Francaise S.A.R.L.	Bolivia
15 Empressa Minera Minquili S.R.L.	Canada
16 Asarco Exploration Co. of Canada, Ltd.	Delaware
17 Asarco International Corporation	Virgin Islands
18 Asarco International Corp. FSC	New York
19 Asarco Oil and Gas Company, Inc.	Delaware
20 Asarco Peruvial Exploration Co.	Delaware
21 ASARCO Santa Cruz, Inc.	Delaware
22 Covington Land Company	Arizona
23 CP Water Company	New Jersey
24 Bridgeview Management Co., Inc.	Chile
25 Compania Minera Asarco, S.A.	Montana
26 Domestic Realty Company, Inc.	Delaware
27 Encycle, Inc.	Delaware
28 Hydrometrics, Inc.	"
29 Compania Hydrometrics de Mexico S.A. de C.V.	Delaware
30 Encycle Texas, Inc.	New York
31 Enthona, Incorporated	"

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ST PAUL SURETY Fax: 2125040724 Jan 14 2006 15:05 P.08  
Aug 23 2006 8:00 P.08

## (APPENDIX D)

## Seaboard Surety Company

## SCHEDULE I

## Contractors' General Agreement of Indemnity

<u>Company</u>	<u>(State of Incorporation)</u>	<u>Address</u>
32 Enthone-OMI, Inc.	Delaware	"
33 Enthone-OMI (Australia) Pty. Ltd.	Victoria, Australia	"
34 Enthone-OMI Holding GmbH	Austria	"
35 Enthone-OMI (Beaufort) B.V.	The Netherlands	"
36 Enthone-OMI (Austria) GmbH	France	"
37 Enthone-OMI (France) S.A.	Germany	"
38 Enthone-OMI Holdings (Deutschland) GmbH	Germany	"
39 Deutcht Oberflachentchnik GmbH	Germany	"
40 DOT Rechenzentrum GmbH	Netherlands	"
41 L.P.W. Beelux B.V.	Germany	"
42 L.P.W. Chemi GmbH	Germany	"
43 Blasberg Oberflachentchnik GmbH	Germany	"
44 Blasberg GTL Service und Vertriebs GmbH	Germany	"
45 Blasberg Yusknik AB	Sweden	"
46 Galvano Production Chemie GmbH	Germany	"
47 L.P.W. France SARL	France	"
48 Riedel Oberflachentchnik GmbH	Germany	"
49 L.P.W. Oberflachentchnik Sp.z.o.o.	Poland	"
50 Nihon LPW K.K.	Japan	"
51 Wunsch Chemie GmbH	Germany	"
52 Enthone-OMI (Italia) S.A.R.L.	Italy	"
53 Enthone-OMI Holdings (Europe) S.A.S.	France	"
54 Enthone-OMI (Italia) S.A.R.L.	Italy	"
55 International de Manufacturas Asociadas S.A.	Spain	"
56 Imasa A.G.	Switzerland	"
57 Enthone-OMI Holdings (U.K.) Ltd.	United Kingdom	"
58 AMZA Ltd.	Israel	"
59 Enthone-OMI (U.K.) Limited	United Kingdom	"
60 Enthone-OMI (Sverige) A.B.	Sweden	"
61 Enthone-OMI Finance N.V.	Netherlands Antilles	"
62 Enthone-OMI (Canada) Inc.	Ontario, Canada	"
63 IMASA B.V.	The Netherlands	"
64 Enthone-OMI (Hong Kong) Co. Ltd.	Hong Kong	"

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ST PHIL SURTY TAX-EXCISEUR/24 Jan 14 2006 16:05 P.09  
May 23 2006 8:00(APPENDIX D)Seaboard Surety CompanySCHEDULE IContractors' General Agreement of Indemnity

<u>Company</u>	<u>(State of Incorporation)</u>	<u>Address</u>
65 Enthone-OMI K.K.	Japan	"
66 IMASA Kemi A.B.	Sweden	"
67 Enthone-OMI Holdings (U.K.) Ltd.	United Kingdom	"
68 OMI Holdings S.A.	Switzerland	"
69 Electroplating Engineers of Japan Ltd.	Japan	"
70 Enthone-OMI (Suisse) S.A.	Switzerland	"
71 OMI International Corporation	Delaware	"
72 Enthone-OMI (Espana) S.A.	Spain	"
73 Enthone-OMI (Europe) Corporation	Delaware	"
74 Enthone-OMI (Hong Kong) Co. Ltd.	Hong Kong	"
75 Plus-Mei Electroplating Technology Company, Ltd.	China	"
76 Enthone-OMI (Singapore) Pte. Ltd.	Singapore	"
77 Enthone-OMI (Malaysia) Sdn. Bhd.	Malaysia	"
78 Federated Metals Canada Limited	Canada	"
79 Federated Metals Corporation	New York	"
80 Geominerals Insurance Company, Ltd.	Bermuda	"
81 Lac d'Amiante du Quebec, Ltee	Delaware	"
82 LAQ Canada, Ltd.	Delaware	"
83 Mining Development Company	Delaware	"
84 Empresas Minera Manquini S.R.L.	Bolivia	"
85 Minto Explorations Ltd.	British Columbia	"
86 Mission Exploration Company	Delaware	"
87 Leaseco, Inc.	Phillipines	"
88 NCBR, Inc.	Delaware	"
89 Northern Peru Mining Corporation	Delaware	"
90 Silver Valley Resources Corporation	Delaware	"
91 Southern Peru Copper Corporation	Delaware	"
92 Fomento, S.A.	Peru	"
93 Pegasus Travels, S.A.	Peru	"
94 Logistics Services Incorporated	Delaware	"
95 LSI-Pau, S.A.	Peru	"
96 Multimines Corporation	Delaware	"
97 Multimines Insurance Company, Ltd.	New York	"
98 Recursos e Inversiones Andinas, S.A.	Peru	"

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ST PAUL SURETY

fax:2125040724

Jan 14 2007 15:05 P. 10  
Hdg 45 A 8:08 P. WS

APPENDIX D

Seaboard Surety Company

SCHEDULE 1

Contractor's General Agreement of Indemnity

<u>Company</u>	<u>(State of Incorporation)</u>	<u>Address</u>
99 Compania Minera Los Tolmos, S.A.	Peru	"
100 The International Metal Company	New York	"
101 Tulipan Company, Inc.	Delaware	"

Date: Nov 4, 1999

By C.F. Schultz  
C.F. Schultz, Treasurer

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ST. PAUL BUREAU EX-11100474 Jan 14 7 '77 16:05 P. 11  
Mug 23 A 9-02 F.W.

ASARCO Incorporated

New York, N.Y., October 19, 1893

I, C. D. Gonzalez, an Assistant Secretary of ASARCO Incorporated, a New Jersey corporation, do hereby certify that the following is a full, true and correct copy of Article V, Section 5.01 of the By-Laws of said Company in full force and effect since June 25, 1991 and that there has been no amendment thereof since such date.

Execution of Instruments. All deeds, contracts, and other instruments requiring execution by the Company shall be signed by the Chairman of the Board, the President, the Vice Chairman, an Executive Vice President, a Senior Vice President, a Vice President or the Treasurer, and attested or countersigned by the Controller, Deputy Controller, an Assistant Controller, the Secretary, an Assistant Secretary, or an Assistant Treasurer; provided, however, that authority to sign any deeds, contracts or other instruments requiring execution by the Company may be conferred by the Board upon any person or persons whether or not such person or persons be officers of the Company; and provided, further, that the Chairman of the Board, the President, the Vice Chairman and any Executive Vice President may delegate, from time to time, by instrument in writing, all or any part of such authority to any other person or persons.

I further certify that at the Annual Meeting of the Board of Directors of the Company held on April 28, 1993, Mr. R. de J. Osborn was elected Chairman and President of the Company; Messrs. G. W. Anderson and F. R. McAllister were each elected Executive Vice President; Mr. A. B. Kinsolving was elected Vice President, General Counsel and Secretary; Mr. K. K. Norano was elected Vice President - Finance and Chief Financial Officer; Messrs. R. J. Bothwell, Jr., J. J. Kerr, R. M. Novotny, G. D. Van Vuorhis, D. B. Woodbury were each elected Vice Presidents; Mr. R. J. O'Keefe was elected Controller; Messrs. S. M. Souza and C. P. Schultz were each elected Assistant Treasurer; Ms. S. D. Delaney and Ms. C. D. Gonzales were each elected Assistant Secretary; and Mr. T. J. Findley, Jr. was elected Treasurer, a position he currently holds, and the following is his true and correct signature:

P. J. Findley, Jr.  
Treasurer

R. J. Findley, Jr.  
Treasurer

C. D. Gonzalez  
C. D. Gonzalez  
Assistant Secretary

[SEAL]



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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

Seaboard Surety Company, a New York  
Corporation,  
Plaintiff,

CASE NUMBER: CIV-06-0134-PHX-SMM  
(District of Arizona)

v.  
Grupo Mexico, SA de CV, a Mexican  
Corporation,  
Defendant.

TO: St. Paul Fire and Marine Insurance Company  
Attn: Custodian of Records  
385 Washington Street  
St. Paul, Minnesota 55102

**A  
DOCKETED**  
JUN 2006  
SQUIRE SANDERS  
ATTORNEY DEPARTMENT

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

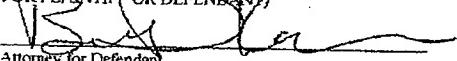
PLACE OF DEPOSITION	DATE AND TIME

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See Exhibit A hereto.

PLACE	DATE AND TIME
Maslon Edelman Borman & Brand c/o Wayne S. Moskowitz, Esq. 3300 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402-4140	June 19, 2006, 10:00 a.m.

PLACE	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
 Attorney for Defendant	June 2, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER  
Brian D. Kaiser, Esq., Squire Sanders & Dempsey L.L.P.  
Two Renaissance Square, 40 North Central Avenue, Suite 2700, Phoenix, Arizona 85004-1498, Telephone: (602) 528-4000

**EXHIBIT C**

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**PROOF OF SERVICE**

SERVED	DATE	PLACE
SERVED ON (PRINT NAME)	MANNER OF SERVICE	
SERVED BY (PRINT NAME)	TITLE	

**DECLARATION OF SERVER**

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on \_\_\_\_\_

DATE

SIGNATURE OF SERVER

**ADDRESS OF SERVER**

Rule 43, Federal Rules of Civil Procedure, Parts C & D:  
(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;  
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (e)(3)(B)(ii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unrestrained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon appearance or production only upon specified conditions.

## (d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**EXHIBIT C**

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1 EXHIBIT A  
2  
3

4 To Subpoena Duces Tecum to St. Paul Fire & Marine Insurance Company  
5  
6

7 Definitions and Instructions  
8  
9

10 A. In producing the documents designated below, you are requested to furnish all documents  
11 known or available to you regardless of whether a document is currently in your possession, custody, or  
12 control, or that of your attorneys, employees, agents, investigators, insurance companies, or other  
13 representatives, or as otherwise available to you.  
14  
15

16 B. If for any reasons, you are unable to produce in full any document requested:  
17  
18

1. Produce each such document to the fullest extent possible;
2. Specify the reasons for your inability to produce the remainder; and
3. State in detail whatever information, knowledge or belief you have concerning the whereabouts and substance of each document not produced in full.

19 C. If any document requested was at one time in existence, but is no longer in existence,  
20 please state for each document as to which that is the case:  
21  
22

1. The type of document;
2. The author of the document;
3. The recipients of the document and any copy thereof;
4. A summary of information contained in the document;
5. The date upon which it ceased to exist;
6. The circumstances under which it ceased to exist;
7. The identity of all persons having knowledge of the circumstances under which it ceased to exist; and
8. The identity of all persons having knowledge or who had knowledge of the contents thereof.

23 EXHIBIT C  
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1       D. For each document requested that you are unable to produce and that was at any time  
2 within your possession, custody or control, or to which you had access at any time, specify in detail:

- 3           1. The type of document;  
4           2. The author of the document;  
5           3. All recipients of the document and any copy thereof;  
6           4. A summary of the information contained in the document;  
7           5. The date on which you lost, relinquished or otherwise ceased to have possession,  
8 custody or control of, or access to the document;  
9  
10          6. Identify all persons having knowledge of the circumstances whereby you lost,  
11 relinquished or otherwise ceased to have possession, custody or control, or access to the  
12 document; and  
13  
14          7. Identify all persons who have or have had knowledge of the contents of the  
15 document, in full or in part.

16       E. If you seek to withhold or do withhold any document, in whole or in part, on the ground  
17 that it is not subject to discovery, produce a list of all such documents and, as to each such document,  
18 state:

- 19           1. The name of each author, writer, sender, or initiator of each such document;  
20           2. The name of each recipient, addressee, or party to whom such document was sent  
21 or intended to be sent;  
22  
23           3. The name of each and every person who received a copy of the document;  
24           4. The date of the document or, if no date appears on the document, the date the  
25 document was prepared;  
26  
27           5. The title of the document or, if it has no title, such other description of the  
28 document and its subject matter as shall be sufficient to identify the document; and

EXHIBIT C

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1           6. The grounds claimed for withholding the document from discovery (e.g.,  
2 attorney-client privilege, work product, or other grounds), and the factual basis for such a  
3 claim.

4           F. The terms "you," "your," or "St. Paul" mean the St. Paul Fire and Marine Insurance  
5 Company and its parent, subsidiary, or affiliated companies and their past and present employees,  
6 representatives, agents, insurers, and attorneys.

7           G. "Grupo México" means the defendant Grupo México, S.A. de C.V.

8           H. "Concern," "concerning," "relate" or "relating" means referring to, alluding to,  
9 responding to, connected with, commenting on, in reference of, about, regarding, discussing, showing,  
10 reporting, describing, mentioning, reflecting, analyzing, summarizing, constituting, pertaining to, or  
11 evidencing.

12           I. "Document" or "documents" means all matters, instruments or other tangible things,  
13 including any items contained on a computer or other means of electronic storage or other forms of  
14 media, within the scope of Federal Rule of Civil Procedure 26 and 34, including without limitation: any  
15 and all papers, writings, and records of every type and description, all written, recorded, and graphic  
16 matter of every type and description, including, but not limited to, contracts, receipts, purchase orders,  
17 canceled checks, drafts, invoices, statements, memoranda, e-mail, corporate minutes, bulletins, intra-  
18 and interoffice communications, statements, drafts, books of account, worksheets, desk diaries,  
19 appointment books, expense accounts, recordings, notes of conversations, notes of meetings and  
20 conferences, telegraphic communications, stock certificates, pamphlets, schedules, studies, books,  
21 computer printouts, reports, photographs, maps, charts, photographic records, tapes, transcriptions of  
22 tapes, and any other device or medium on or through which information of any type is transmitted,  
23 recorded, or preserved. The term "document" also means every copy of a document where such copy is  
24 not an identical duplicate of the original.

25           J. "Correspondence" means any contact, regardless of method, between two or more  
26 persons, organizations, companies or other business entities, regardless of form, and shall include,  
27 without limitation, telegrams, telex, facsimile, e-mail or, by any document, oral contact by such means

EXHIBIT C

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1 as face to face meetings and/or telephone conversations, or any other transmittal of information in the  
2 form of facts, ideas, inquiries or otherwise.

3           K.        "Any," "each," and "all" shall be read to be all inclusive, and to require the production of  
4 each and every document (as defined above) responsive to the particular Request in which such word  
5 appears.

L. "And" and "or" and any other conjunctions or disjunctions used herein shall be read both conjunctively and disjunctively so as to require the production of all documents (as defined above) responsive to all or any part of each particular request for production in which any such conjunction or disjunction appears.

11 M. "Complaint" shall mean the Amended Complaint filed in this matter on or about October  
12 13, 2005.

13 N. Unless otherwise specified herein the scope of each request for production includes  
14 information dating from **January 1, 2000** to the present.

**DOCUMENTS TO BE PRODUCED**

1. All Documents and Correspondence concerning the attached letter agreement (the "Letter  
Agreement") [attached hereto as Ex. 1] executed by Grupo México on or about February, 16, 2001  
addressed to St. Paul in New York via facsimile including, but not limited to, any documents referring  
to, discussing, or describing the Letter Agreement.

2. All Documents and Correspondence concerning any negotiations surrounding the Letter  
Agreement described in request number one above including, but not limited to, internal or external  
correspondence, date books or calendars referring to contacts with Grupo México, and telephone logs or  
records referring to contacts with Grupo México.

26       3. All Documents and Correspondence concerning three "Reclamation Bonds" [attached  
27 hereto as Ex. 2], issued in or about February 2001 by St. Paul Surety with ASARCO as principal and  
28 with the United States Department of Interior as obligee and described as bonds No. 420688 in the  
amount of \$7 million, No. 420699 in the amount of \$760,000, and No. 420670 in the amount of \$3.5

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1 million, including, but not limited to, correspondence with Grupo México or ASARCO, correspondence  
2 with third parties, and memoranda or internal notes or files concerning Grupo México or ASARCO.

3       4. All Documents and Correspondence concerning a General Agreement of Indemnity  
4 [attached hereto as Ex. 3], executed by ASARCO on or about October 19, 1993 in favor of "Seaboard  
5 Surety Company and/or St. Paul Fire and Marine Insurance Company and/or St. Paul Guardian  
6 Insurance Company and/or St. Paul Mercury Insurance Company," including, but not limited to,  
7 correspondence with Grupo México or ASARCO, correspondence with third parties, and memoranda or  
8 internal notes or files concerning Grupo México or ASARCO.

9       5. All Documents and Correspondence you have had with the Secretary of the Interior, the  
10 Bureau of Land Management, the U.S. Department of the Interior, Bureau of Indian Affairs, or the San  
11 Xavier Allottees Association concerning Grupo México or ASARCO.  
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EXHIBIT C

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# EXHIBIT 1

EXHIBIT C

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Jan 14 2001 16:04 P.02

F-107 1/14/01 16:04

CHURCHILL

February 16, 2001

Mr. Paul Salomon  
Associate Underwriter  
Mr. Paul Hurley  
Mr. Paul Pier and Marine Insurance Co.  
100 Winter Street, 12<sup>th</sup> Floor  
New York, NY 10013

To: Mr. Salomon:

Chase Mexico, S.A. de C.V. will indemnify Mr. Paul Hurley on behalf of ASARCO Incorporated for the three Mexican reinsurance bonds issued in the USA. Department of the Interior, Bureau of Indian Affairs is the amount of \$7.0 million, \$760,000, and \$1.5 million, respectively.

Howard L. Gossman  
Managing Director

Daniel Yelichos  
Executive VP and CFO

ATTORNEY FOR CHASE INC., NEW YORK, NEW YORK, U.S.A.

200 FAX:ON

9024

99:51 2002 5 JUN

12/18/01 FAX 16:17 (TELE NO 8888)  
42286212 + 816 212 8917 10-97-28  
FAX:2125040724

IS RECD. SERIALIZED EXHIBIT C

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# EXHIBIT 2

EXHIBIT C

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**RECLAMATION BOND**

Bond No. 420668

**KNOW ALL MEN BY THESE PRESENT,** That We, ASARCO, Incorporated, as Principal(s), and Seaboard Surety Company, a corporation organized under the laws of the State of New York as Surety, are held and firmly bound unto the United States of America, the Department of the Interior, Bureau of Indian Affairs ("BIA") in the sum of Seven Million and No/100 (\$7,000,000.00) dollars, lawful money of the United States of America, for the payment which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by the presents.

**WHEREAS,** ASARCO Inc., has been, or will be engaged in hardrock mining or exploration on BIA managed lands, and

**WHEREAS,** all parties engaging in hardrock mining or exploration on BIA managed lands must maintain bonds or financial guarantees showing that they can cover the full cost of restoring land that has been disturbed by their activities

**NOW, THEREFORE,** the condition of this obligation is such that, should said Principal comply with the requirements governing the restoration of land used in hardrock mining or exploration, then this obligation to be null and void, otherwise to remain in full force and effect.

**PROVIDED,** however that this bond is executed by the Principal and Surety and accepted by the Obligee subject to the following express conditions:

- 1) This obligation may be terminated by the Surety by thirty (30) days advanced written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this Obligation prior to the effective date of such termination.
- 2) No action, suit or proceeding shall be had or maintained against this Surety on the bond unless the same be brought or instituted within sixty (60) day after the termination or release of this bond.
- 3) Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
- 4) No assignment of this bond shall be effective without the written consent of the Surety.
- 5) It shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the agreements on the part of the Principal a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.

Signed, sealed and dated this 16<sup>th</sup> day of February, 2001.

**ASARCO, Incorporated**

By: \_\_\_\_\_

**SEABOARD SURETY COMPANY**

By: Paul Salmon  
Paul Salmon, Attorney-In-Fact  
**EXHIBIT C**

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03/29/01 04:43 FAX

Q62

RECLAMATION BOND

Bond No. 420669

KNOW ALL MEN BY THESE PRESENT, That We, ASARCO Incorporated, as Principal(s), and Seaboard Surety Company, a corporation organized under the laws of the State of New York as Surety, are held and firmly bound unto the United States of America, the Department of the Interior, Bureau of Indian Affairs ("BIA") in the sum of Seven Hundred Sixty Thousand and No/100 (\$760,000.00) dollars, lawful money of the United States of America, for the payment which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, ASARCO Inc., has been, or will be engaged in hardrock mining or exploration on BIA managed lands, and

WHEREAS, all parties engaging in hardrock mining or exploration on BIA managed lands must maintain bonds or financial guarantees showing that they can cover the full cost of restoring land that has been disturbed by their activities

NOW, THEREFORE, the condition of this obligation is such that, should said Principal comply with the requirements governing the restoration of land used in hardrock mining or exploration, then this obligation to be null and void, otherwise to remain in full force and effect..

PROVIDED, however that this bond is executed by the Principal and Surety and accepted by the Obligee subject to the following express conditions:

- 1) This obligation may be terminated by the Surety by thirty (30) days advanced written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this Obligation prior to the effective date of such termination.
- 2) No action, suit or proceeding shall be had or maintained against this Surety on the bond unless the same be brought or instituted within sixty (60) day after the termination or release of this bond.
- 3) Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
- 4) No assignment of this bond shall be effective without the written consent of the Surety.
- 5) It shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the agreements on the part of the Principal a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.

Signed, sealed and dated this 16<sup>th</sup> day of February, 2001.

ASARCO, Incorporated

By: Douglas E. McRae

SEABOARD SURETY COMPANY

BIA02392

By: Paul Salmon  
Paul Salmon, Attorney-In-Fact

EXHIBIT C

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RECLAMATION BOND

Bond No. 420670

KNOW ALL MEN BY THESE PRESENT, That We, ASARCO, Incorporated, as Principal(s), and Seaboard Surety Company, a corporation organized under the laws of the State of New York as Surety, are held and firmly bound unto the United States of America, the Department of the Interior, Bureau of Indian Affairs ("BIA") in the sum of Three Million Five Hundred Thousand and No/100 (\$3,500,000.00) dollars, lawful money of the United States of America, for the payment which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, ASARCO Inc., has been, or will be engaged in hardrock mining or exploration on BIA managed lands, and

WHEREAS, all parties engaging in hardrock mining or exploration on BIA managed lands must maintain bonds or financial guarantees showing that they can cover the full cost of restoring land that has been disturbed by their activities

NOW, THEREFORE, the condition of this obligation is such that, should said Principal comply with the requirements governing the restoration of land used in hardrock mining or exploration, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, however that this bond is executed by the Principal and Surety and accepted by the Obligee subject to the following express conditions:

- 1) This obligation may be terminated by the Surety by thirty (30) days advanced written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this Obligation prior to the effective date of such termination.
- 2) No action, suit or proceeding shall be had or maintained against this Surety on the bond unless the same be brought or instituted within sixty (60) day after the termination or release of this bond.
- 3) Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
- 4) No assignment of this bond shall be effective without the written consent of the Surety.
- 5) It shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the agreements on the part of the Principal a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.

Signed, sealed and dated this 16<sup>th</sup> day of February, 2001.

ASARCO, Incorporated

By: \_\_\_\_\_

SEABOARD SURETY COMPANY

By: Paul Salmon  
Paul Salmon, Attorney-In-Fact EXHIBIT C



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JNE/SRN

# EXHIBIT 3

SCANNED  
JUN 23 2006  
U.S. DISTRICT COURT MPLS  
*[Handwritten signature]*

EXHIBIT C -6

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ST. PAUL INSURANCE COMPANY  
PENNSYLVANIA  
Jan 14 2003 16:04 P.03

**ST. PAUL SEABOARD**

**SEABOARD SURETY COMPANY**  
New York, New York  
**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**  
**ST. PAUL GUARDIAN INSURANCE COMPANY**  
**ST. PAUL MERCURY INSURANCE COMPANY**  
St. Paul, Minnesota  
Capital Stock Companies

**GENERAL AGREEMENT OF INDEMNITY**

KNOW ALL MEN BY THESE PRESENTS, that

WILFRED MARCH, Incorporated, a New Jersey corporation, and those summarized, appurtenant and continuing herein are named in Schedule I attached hereto and made a part hereof as if fully set forth therein.

Drafter called Contractor) may from time to time request Seaboard Surety Company and/or St. Paul Fire and Marine Insurance Company and/or St. Paul Guardian Insurance Company and/or St. Paul Mercury Insurance Company (hereinafter called Surety) to assume as surety or guarantee for the Contractor, or protect the contractor at such surety bonds, undertakings, guarantees, stipulations or other obligations (all such instruments being hereinafter collectively called Bonds) for

WILFRED, the undersigned Indemnitee, by presenting his instrument representing that they have a material and beneficial interest in the conducting of such Bonds by the Contractor (the Indemnitee and Contractor being hereinafter collectively called the Undersigned).

NOW, THEREFORE, in consideration of the execution of my name on these said Bonds, the Undersigned, for themselves, their respective personal representatives, successors and assigns, jointly and severally, covenant and agree, with respect to all Bonds, Instruments or Instruments executed for the Contractor during this, my present interests in the Undersigned, that:

1. If one or more Bonds are issued to and executed by the Contractor, such shall be issued as an Indemnity by the terms of this Instrument with respect to all Bonds executed or prepared for the other parts of project as stated, and to the Contractor with respect to all Bonds executed or prepared for Nos. 21 and 22 and Bonds shall be executed or prepared for my joint Venture in which the Contractor is a party, the liability and obligation of the Undersigned to the Surety shall be the same as it such Bond or Bonds had been executed for the Contractor during this, my present interests or during the joint Ventures notwithstanding.

2. If the Surety shall decline to assume, or prepare otherwise of, any Bond for which application thereto may be made, no claim shall be made against the Surety in consequence of such declination; nor shall any claim be made if any Bond executed be not accepted by or on behalf of the Contractor; if the Surety shall assume or prepare otherwise of a Bid or Proposal Bond, if you decide to assume or prepare otherwise of any Bonds required in connection with any award made under the proposal for which such Bid or Proposal Bond is given and such declination shall not diminish or alter the liability of the Undersigned with respect to such Bid or Proposal Bond.

3. This instrument is intended to apply to any and all Bonds executed, or otherwise of which has been prepared, by the Surety for the Contractor whether or not there shall be any written application thereto executed by one or more of the Undersigned.

4. If the Surety shall accept any and all Bonds with no deduction or reduction or has reduced any premium thereof, or practices or has provided the execution of any such Bond, the terms of this instrument shall pertain to the benefit of the Surety the surety, the reducing premium and the present sureties, to their interests only appear.

5. They will pay in advance the premium for all such Bonds prepared for the Contractor and any additional premium resulting in respect thereof, in connection with the Surety's interest of rates applicable thereto.

6. They will indemnify the Surety and hold it harmless from and against all liability, losses, damages, attorney's fees, disbursements and expenses of every nature which the Surety may sustain or incur by reason of having executed or prepared the execution of any such Bonds and they will pay over and make good to the Surety all money which the Surety or its representatives shall pay or cause to be paid or become liable to you by reason of its execution of any such Bond as soon as it shall become liable thereto, whether the Surety shall have paid or been liable to you prior thereto, or not. The Surety, in making payment, from time to time may exercise rights to or for the account of the Contractor or in connection with the termination of the work under any contract with which it has executed or may execute a Bond or Bonds (hereinafter collectively referred to as Standard Contract), and for the discharge of obligations incurred in connection therewith as relating thereto, and such advances shall be deemed "bonds" under the terms of this instrument whether or not such advances have been so used by the Contractor.

7. If the Surety shall not be a reserve as power any judgments, claims or debts, loss, costs, attorney's fees and other legal expenses in connection with any such Bonds the Undersigned, within ten (10) days after receipt of written demand, as evidenced by affidavit or certified mail return receipt, will pay to the Surety amount equal to such reserve, and any subsequent increase thereof, such Bonds to be held by the Surety as indemnity, in addition to the indemnity afforded by this instrument, with the right to use the same or any part thereof, at any time, in payment or compensation of any judgments, claims, liability, loss, damage, attorneys' fees and disbursements or other expenses incurred shall be sufficient if sent by registered or certified mail to the Undersigned at the address given herein or last known to the Surety.

8. If the Surety may settle or compromise any claim, demand, suit or judgment upon any Bond or Bonds excepted by it, and any such settlement or compromise shall be binding upon the Undersigned. It however, the Undersigned shall timely request the Surety to litigate such claim or demand, and to defend such suit, or to appeal same with judgment, and shall deposit with the Surety at the time of any such request cash, or other collateral satisfactory to the Surety in kind and amount, to be used to pay any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorney's fees, including those of the Surety, the Surety shall be liable, defacto or appear before existing bonds, conditions and be obligated to require a stay upon the Surety to give notice to the Undersigned of any such claim, demand, suit or judgment.

9. The vouchers or other evidence of payment made by the Surety shall be prima facie evidence of the fact and amount of the liability of the Undersigned to the Surety.

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1. At the time of the execution of this instrument, the Survey has at its disposal, for the payment of obligations incurred in the performance of the works and for labor, materials, and services furnished in the prosecution of the work provided in said contract or in any other instance or circumstance whatsoever, a sum of money which it is expressly understood and agreed that all shall do and to believe the same to be sufficient to meet and pay all such obligations and liabilities as may accrue to the Survey in the prosecution of the Contractor's obligations or otherwise. No payment of all such obligations in connection with any such contract or circumstance for which the Survey would be liable under any such Bonds, which will remain in force in the event of the Survey for any liability or loss it may have or sustain under any such bonds, and the agreement and stipulation shall also constitute notice of such fact.

2. The Contractor will furnish to the Survey such information as it may request from time to time concerning his Banded Contracts; and those with whom such contracts are made, and are authorized to furnish to the Survey information concerning such contracts and the work performed. The Survey shall make to them until its liability with respect to all such contracts is determined, and until it shall have been fully compensated for all losses and expenses which it may have paid in connection therewith, full payment of the bonds and amounts of the Contractors. All persons, including agents representing contractors, having or obtaining information concerning the financial affairs and operations of the Undersigned Survey are authorized and directed to disclose such information to the Survey upon its request and the Survey and every such person Survey are released and discharged of any and all liability, liability and responsibility which they or any of them might otherwise incur as by virtue of any such release whatsoever.

3. In the event the Contractor fails to receive or delays in paying the performance of any Banded Contract, or fails promptly to discharge all obligations which ought to be discharged under any bond executed in connection therewith or which might give rise to a claim or charge upon any unpaid amount balance or the property of an Obligee named in any such Bond, or in the event of any breach of the terms of this instrument, the Undersigned, and each of them, Survey being and at all times herein, their true, right and interest is and shall be to (a) All of the deferred payments and related percentages, and all charges and expenses that may be, and that thereafter may become, payable to the Contractor on account of, and all claims, actions and causes of action arising in respect thereof, or in connection therewith, or relating to same, worth or reasonable, supplied in connection therewith, as well as all other amounts or properties of the Contractor hereby agreeing that such money and the proceeds of such properties, properties, claims, actions and causes of action shall be the sole property of the Survey to be used upon any sum due or to become due under the terms of this instrument; (b) all supplies, tools, plants, equipment, and materials (whether completely manufactured or not), whatever located, which have been or hereafter may be purchased, used, or acquired for use, whether of party, in the performance of such contracts, hereby agreeing that the Survey and its subcontractors representatives are authorized to take possession of said supplies, tools, plants, equipment and materials and use and enjoy the said Survey and the possession thereof; and (c) all subcontractors retaining to the whole, power and control which have been or hereafter may be made, together with the materials furnished thereto, and all money being held pending the performance of, or the discharge of obligations hereunder in connection with, such subcontractors, bearing or owing than the Survey may require the same in the name of the Contractor or otherwise. In addition, in any such case, assessment, and Survey, or its agents, and/or its surveyors, may take possession of all or any part of the work under any or all Banded Contracts, and/or the equipment of the Undersigned Surveyman, or cause the completion of such work, or cause, or consent to the returning or completion thereof and to such work, may bring the Obligee, and the Contractor are authorized, to submit the Contractor in default under such instrument, any judgment thereon to the contractor notwithstanding. Neither the Survey nor the Obligee shall incur any liability in any of the Undersigned, or the Survey or the rights granted by this Section 13, except for defaults and wilful nonperformance.

4. If it becomes necessary or advisable in the judgment of the Survey to enclose, subordinate, operate or manage any or all matters connected with the performance of any Banded Contract for the purpose of arranging to retain title thereto back to the Survey, or for the purpose of discharging by substitution of ownership, the Undersigned Survey agrees to accept and agree that such action on the part of the Survey shall be entirely within his rights and remedies under the terms of this instrument and no Survey, and no Survey fully retains and disposes the Survey, or this instrument, from liability for all actions taken by it or for its omission to act, except for defaults and wilful nonperformance.

5. In any Action, suit or proceeding brought by the Survey to enforce any of the covenants of this instrument, the costs and expenses, including attorney fees, incurred by the Survey in connection therewith may be included in any judgment or decree rendered against the Undersigned. Payment of the Survey to pursue any remedy against any one or more of the Undersigned and/or others a cause of action of any kind against any other of the Undersigned, however many against a no or more of the Undersigned may be brought heretofore as causes of action, and the bringing of suit, or recovery of judgment against one or more of the Undersigned upon any cause of action shall not preclude or bar the bringing of suit, or recovery of judgment against one or more of the Undersigned upon any cause of action shall not preclude or bar the bringing of suit, or recovery of judgment against one or more of the Undersigned upon any cause of action shall not preclude or bar the bringing of suit, or recovery of judgment against one or more of the Undersigned upon any cause of action, whether otherwise at another sitting.

6. The Survey may, without notice or knowledge of the Instrument, amend any change in such Bonds, and/or any agreement referred to therein, either in the present instrument, place under specifications accompanying said instrument, including, but not limited to, any change in the time for completion of said contracts and/or payments or advances thereto before the same day by the Survey, and prior to when any amendment or supplementation, express or general, in the character of any modification, amendment or supplement of the Bonds and/or cause any alteration or modification thereto with the same or different conditions, provisions and/or Obligee and with the time or longer or shorter possible, and the Undersigned shall be bound under the terms of this agreement even though any such amend by the Survey does or might substantially increase the liability of the Survey and the Instrument. The Undersigned waives notice of any act, law or information relating to the action or knowledge of the Survey concerning or affecting his rights of liability under any such Bond or Bonds, or the Undersigned's rights or liabilities hereunder.

7. If the execution of this instrument by any of the Undersigned shall be avoided for any reason, or if any of the Undersigned shall be relieved from his obligations hereunder, the terms and conditions hereof shall nevertheless be binding upon and against him in full force and effect to the end of the Undersigned; save that it be a defense to any claim by the Survey hereunder that it will not have received additional indemnity or security or that it has received other indemnity or security in respect of any such Bonds or Bonds.

8. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall be valid or enforced thereby but shall be interpreted and enforced with the same effect as though such provision or provisions were excluded. All rights and remedies of the Survey under this instrument shall be cumulative, and the grants of or failure to exercise any particular right or remedy at any time shall not be considered to be a waiver of remedy or a waiver of any other right or remedy. The rights, powers, and remedies afforded the Survey by the terms of this instrument are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Survey may have or acquire against the Contractor or Subcontractor or others whether by the terms of any other instrument or agreement or by operation of law.

9. The Contractor and each of the Instrumentalists hereby irrevocably constitutes and appoints Survey his true and lawful attorney for and in his name, place and stead to execute any and all instruments, and to do and perform any and all other acts and things requisite or proper, to and in the Survey's absolute title to any and all funds, property and/or rights in Section 12 herein assigned, transferred and conveyed and to Survey and his true and lawful attorney the full and complete exercise of the rights granted the Survey under Sections 12 and 13 herein; hereby giving full power to attorney full power and authority to do and perform all and every act and thing necessary, proper and necessary to be done in and about the premises, as fully as he himself and his attorney, or the Contractor or Instrumentalist might or could do if personally present. To be done by virtue hereof.

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16. As used in this instrument, the singular includes the plural, and the plural includes the singular. The word "person" shall mean and include individuals, partnerships, corporations and organizations.

17. Except as hereinafter in this paragraph provided, any of the Undersigned may upon written notice by registered mail to the Administrative Office of St. Paul Insurance, at Forest Hills Plaza and Route 206, Holmdel, New Jersey 07733, or to anyone not less than ten (10) days thereafter, end his obligation under this Instrument to Death caused by the Insurer for the Contractor prior to the effective date of such notice, provided, however, that such notice shall not be effective with respect to any claim or liability accrued after such date (x) upon the mailing of a statement to the Contractor on a bill or proposal in bills to which the Insurer has accepted and delivered a bill or proposal least prior to such date, or (y) which the Insurer has become entitled to coverage prior to such date, or (z) in connection with any claim, loss, liability, or otherwise, involving or relating to any claim or liability accrued prior to such date or thereafter accrued as hereinbefore in (x) or (y) provided, further, that in case of the collapse of one of the Undersigned and not caused by death the obligating of, or release, the rest of the Undersigned whether or not they have reason or knowledge thereof.

18. The rights and remedies afforded the Insurer by the terms of this instrument may not be waived or modified orally.

19. IN 20 FURTHER AGREE THAT FROM TIME TO TIME ADDITIONAL COMPANIES MAY BE ADDED TO SCHEDULE 3 OF THIS AGREEMENT BY THE ISSUANCE OF LETTERS OF AUTHORITY EXECUTED BY ALLIED INSURANCE CO., AND THE MEMPHIS AND NEW YORK DIVISIONS OF ALLIED INSURANCE CO. OR BY A RESOLUTION OF THE BOARD OF DIRECTORS OF AEGCO, INCORPORATED OR IN ACCORDANCE WITH ARTICLE V, SECTION 5.12 OF AEGCO INCORPORATED'S BY-LAWS TO BE APPROVED SUBSEQUENTLY.

DATED on 19 day of October 19 98

## CONTRACTOR(S)

<u>ALLIED INSURANCE CO.</u>	<u>By</u> _____
<u>J. J. FERDLEY, JR.</u>	<u>By</u> _____
<u>100 Madison Avenue</u>	<u>Street</u> _____
<u>New York</u>	<u>City</u> _____
<u>New York, 10038</u>	<u>State</u> _____

## INVESTOR(S)

<u>AEGCO, INCORPORATED</u>	<u>By</u> _____
<u>J. J. FERDLEY, JR.</u>	<u>By</u> _____
<u>100 Madison Avenue</u>	<u>Street</u> _____
<u>New York</u>	<u>City</u> _____
<u>New York, 10038</u>	<u>State</u> _____
<u> </u>	<u> </u>

## INSTRUCTIONS

If Contractor or any Subcontractor is a CORPORATION, corporate name should be set forth in full and corporeal and propound. The signature and title of the officer executing for the Corporation should be set out immediately below. If a PARTNERSHIP, firm name should be set forth in full, with the signatures of all partners executing it in behalf of the partnership below. EACH PARTNER should sign as an INDIVIDUAL/TO).

This instrument should be dated, and each signature thereon properly ACKNOWLEDGED in the space provided therefor on the reverse hereto. An additional carbon copy may be made if necessary.

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EXHIBIT C

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ST PAUL SURETY fax:2125040/24 Jan 14 2<sup>nd</sup>, 16:05 P.07  
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## (APPENDIX D)

## Board Safety Company

SCHEDULE 1

Contractors' General Agreement of Indemnity

Company ASARCO Incorporated (State of Incorporation) New Jersey Address 180 Maiden Lane New York, NY 10038

SUBSIDIARIES AND OTHER ASSOCIATED COMPANIES:

1 Air Resources Corporation	Delaware
2 American Limestone Company, Inc.	Delaware
3 AR Mexican Explorations Int.	Delaware
4 Minera San Bernardo, S.A.	Mexico
5 AR Mexican Holdings, Inc.	Delaware
6 AR Specialty Chemicals, S.A. de C.V.	Mexico
7 Euthana-CMI de Mexico S.A. de C.V.	Mexico
8 AR Silver Bell, Inc.	Delaware
9 Silver Bell Mining, L.L.C.	Delaware
10 AR Montana Corporation	Montana Partnership
11 Montana Resources	Delaware
12 Asarco Arizona, Inc.	New York
13 Asarco Exploration Company, Inc.	Bolivia
14 ASARCO Guitane Francaise S.A.R.L.	Bolivia
15 Empresa Minera Manquini S.R.L.	Canada
16 Asarco Exploration Co. of Canada, Ltd.	Delaware
17 Asarco International Corporation	Virgin Islands
18 Asarco International Corp. FSC	New York
19 Asarco Oil and Gas Company, Inc.	Delaware
20 Asarco Penvial Exploration Co.	Delaware
21 ASARCO Santa Cruz, Inc.	Arizona
22 Covington Land Company	New Jersey
23 CP Water Company	Chile
24 Bridgewater Management Co., Inc.	Montana
25 Compania Minera Asarco, S.A.	Delaware
26 Domestic Realty Company, Inc.	Delaware
27 Encycle, Inc.	Delaware
28 Hydrometrics, Inc.	Delaware
29 Compania Hydrometrics de Mexico S.A. de C.V.	Delaware
30 Encycle/Texas, Inc.	New York
31 Euthana, Incorporated	

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